

## ENCROACHMENT ON EASEMENT

DATE \_\_\_\_\_

Name & Address

CITY OF FRISCO

ENGINEERING SERVICES

6101 FRISCO SQUARE 3<sup>RD</sup> FLOOR

FRISCO, TEXAS 75034

Dear Sirs;

CITY OF FRISCO (hereinafter referred to as User) has requested permission to construct a TWENTY (20") INCH WATERLINE within the area boundaries of a North Texas Municipal Water District's, easement recorded in the Deed Records of Collin County, Texas as follows:

NTMWD easement name	DATE	VOLUME	PAGE	DOCUMENT NO.
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Little Elm Pipeline LE WCF-03-1	1-10-08	_____	_____	2008-15431
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NORTH TEXAS MUNICIPAL WATER DISTRICT is agreeable to the construction of the TWENTY (20") INCH WATERLINE, hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as in the attached Exhibit "A", and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that the NTMWD holds easement rights on the property involved therefore, User will be required to obtain whatever rights and permission, other than NTMWD's that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by NORTH TEXAS MUNICIPAL WATER DISTRICT under its easement.
2. User agrees to defend, indemnify and hold NORTH TEXAS MUNICIPAL WATER DISTRICT, its officers, directors, agents, and employees harmless against all claims, lawsuits, cost, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by any negligent act or omission of User, its officers, agents, associates, employees, or subconsultants; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of NTMWD, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both the User and NTMWD, RESPONSIBILITY AND INDEMNITY, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waving any governmental immunity or other defenses available to the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity.
3. User must notify NTMWD, at (972-442-5405) at least 48 hours prior to the start of any construction within NTMWD's easement.
4. This Encroachment on Easement shall continue only so long as User shall use this right of way for the purposes herein described and the same shall immediately lapse and terminate upon cessation of such

use. Upon termination of this Encroachment on Easement for any reason, User shall remove its Facilities and restore the property hereinabove described to the same condition that such property was in at the beginning of the term of this agreement, ordinary wear and tear for the purpose herein authorized excepted.

5. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
6. NTMWD will not be responsible for any cost of construction, operation and maintenance of User's encroachment facility. It is further agreed that NTMWD shall not be liable for any damage to encroachment facility herein agreed to as a result of NTMWD's use pursuant to its easement. Any NTMWD property damaged or destroyed by User or its agent shall be repaired or replaced by NTMWD at User's expense and payment is due upon receipt of an invoice from NTMWD.

IF the foregoing terms and conditions are acceptable to CITY OF FRISCO please have the original and a copy of this letter agreement signed and returned to the North Texas municipal Water District at P.O. box 2408 Wylie, Texas 75098, within 30 days for final approval by NTMWD. This letter agreement shall be effective only after final approval by NTMWD

Sincerely

JAMES M. PARKS, P. E.  
Executive Director

ACCEPTED:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED:

North Texas Municipal Water District

By: \_\_\_\_\_

Date: \_\_\_\_\_